

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

<div style="display: flex; justify-content: space-between;"><div>In re: Shayne Edward Miles</div><div>Debtor(s).</div></div>	<div>Case No. 19-42865</div> <div>CHAPTER 13 PLAN</div> <div><div style="display: flex; justify-content: space-between;"><div><u> </u> Original</div><div><u> x </u> AMENDED</div></div></div> <div>Date: <u>December 5, 2019</u></div>
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I. Disclosure of Nonstandard Provisions and Plan's Modification of Secured Debt:

A. Does this plan contain any nonstandard provisions (check one)?

 x Yes

 No

B. Does this plan limit the amount of a secured claim based on a valuation of the collateral for the claim (check one)?

 Yes

 x No

C. Does this plan avoid a security interest or lien (check one)?

 Yes

 X No

If the Debtor has either not indicated "yes" in the applicable section above or made no selection, any nonstandard provision or language in this plan purporting to limit the amount of a secured claim based on a valuation of the collateral or to avoid a security interest or lien is void. Even if the Debtor indicated "no" in Section 1.B or Section 1.C, the Debtor may seek to limit the amount of a secured claim based on a valuation of the collateral for the claim or avoid a security interest or lien through a motion or an adversary proceeding.

II. Means Test Result and Plan Duration:

Debtor is (check one):

 x a below median income debtor with a 36 month applicable commitment period

 an above median income debtor with a 60 month applicable commitment period

The plan's length shall not be less than the Debtor's applicable commitment period unless the plan either provides for payment in full of allowed unsecured claims over a shorter period or is modified post-confirmation. If the Debtor is below median income, then the plan's length shall automatically be extended up to 60 months after the first payment is due if necessary to complete the plan

III. Plan Payments to the Trustee:

No later than 30 days after the order for relief, the Debtor shall commence making payments to the Trustee as follows:

A. AMOUNT: **\$3,200.00 Monthly for 60 months**

B. FREQUENCY (check one):

 x Monthly

 Twice per month

 Every two weeks

 Weekly

C. TAX REFUNDS: The Debtor (check one):

 commits all tax refunds to funding the plan. Committed refunds shall be paid in addition to the plan payment amount stated above.

 x does not commit; all tax refunds to funding the plan. If no selection is made, tax refunds are committed.

D. PAYMENTS: Plan payments shall be deducted from the Debtor's wages unless otherwise agreed to by the Trustee or ordered by the Court.

E. OTHER:

IV. Distribution of Plan Payments by the Trustee:

Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them

[Local Bankruptcy Form 13-4, eff. 12/17]

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<u>Rank</u>	<u>Monthly Payment</u>	<u>Creditor</u>	<u>Collateral</u> <u>Valued by Redfin</u>	<u>Arrears to be Cured</u>	<u>Interest Rate</u>
1	\$ 9.61	Crystal Springs Homeowners Association	1720 NE 12th St Battle Ground, WA 98604 Clark County Valued by Redfin	\$ 432.00	12.00 %

2. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by Real Property Other than the Debtor's Principal Residence:

Ongoing Payments:

<u>Rank</u>	<u>Monthly Payment</u>	<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>
	\$ -NONE-			%

Cure Payments:

<u>Rank</u>	<u>Monthly Payment</u>	<u>Creditor</u>	<u>Collateral</u>	<u>Arrears to be Cured</u>	<u>Interest Rate</u>
	\$ -NONE-			\$	%

3. Payments on Claims Secured by Personal Property:

a. 910 Collateral.

The Trustee shall pay the contract balance stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the Debtor within 910 days preceding the filing date of the petition or in other personal property acquired within one year preceding the filing date of the petition as specified below. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

<u>Rank</u>	<u>Monthly Payment</u>	<u>Creditor</u>	<u>Collateral</u>	<u>Pre-Confirmation Adequate Protection Monthly Payment</u>	<u>Interest Rate</u>
	\$	-NONE-		\$	%

b. Non-910 Collateral.

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise provided in Section X or ordered following a timely objection to a proof of claim or in an adversary proceeding, for a security interest in personal property which is non-910 collateral. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

<u>Rank</u>	<u>Monthly Payment</u>	<u>Creditor</u>	<u>Debtor's Value of Collateral</u>	<u>Collateral</u>	<u>Pre-Confirmation Adequate Protection Monthly Payment</u>	<u>Interest Rate</u>
1	\$ 67.35	Gm Financial	\$ 3,000.00	2001 Chevy Traverse 140000 miles	\$ 67.36	7.25 %

D. **PRIORITY CLAIMS:** Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 U.S.C. § 507(a).

E. **NONPRIORITY UNSECURED CLAIMS:** No funds shall be paid to nonpriority unsecured creditors until all secured, administrative and priority unsecured creditors are paid in full, provided that no claim shall be paid before it is due.

[Local Bankruptcy Form 13-4, eff. 12/17]

100%
X At least \$ **0** .

<u>Rank</u>	<u>Creditor</u>	<u>Amount of Claim</u>	<u>Percentage to be Paid</u>	<u>Reason for Special Classification</u>
	-NONE-	\$	%	

<u>Creditor</u>	<u>Current Monthly Support Obligation</u>	<u>Monthly Arrearage Payment</u>
<u>-NONE-</u>	\$	\$

<u>Creditor</u>	<u>Nature of Debt</u>	<u>Amount of Claim</u>	<u>Monthly Payment</u>
<u>-NONE-</u>		\$	\$

<u>Creditor</u>	<u>Property to be Surrendered</u>
-NONE-	

<u>Contract/Lease</u>	<u>Assumed or Rejected</u>
-NONE-	

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(no interest shall be paid if left blank).

X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

A. Student loans will survive the Plan.

B. Debtor Commits any yearly tax refund over \$2500 to the Plan.

C. This amended Plan provides for curing the Plan's current delinquency by allocating a portion of the ongoing plan payments to cure the delinquency. The Trustee shall apply \$10 of the payment towards the current Plan and the remainder of the plan payment amount towards the curing of any delinquency until such delinquency has been paid in full. After that, all funds shall be distributed according to the plan as part of the regular monthly plan payment.

By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

(Signature Page)

/s/ Ellen Ann Brown

Ellen Ann Brown 27992

Attorney for Debtor(s)

December 5, 2019

Date

/s/ Shayne Edward Miles

Shayne Edward Miles

DEBTOR

DEBTOR

December 5, 2019

Date

Date